BILL GARRETT, Davidson County
Trans:T20160018228 DEEDWARRSP
Recvd: 03/07/16 08:19 3 pgs
Fees:18.00 Taxes:721.13
20160307-0021199

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 26th day of February, 2016 by and between Flagstar Bank, FSB, party of the first part, and Michaelene Gnau, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **Davidson**, Tennessee:

The Following described real estate, situated and being in the County of Davidson, State of Tennessee:

Situated in the County of Davidson and State of Tennessee:

Land in Davidson County, Tennessee, being Unit No. 114R, a certain condominium apartment, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for the Cloister at St. Henry, Phase 1D, of record in Book 6933, Page 927 as amended by Instrument of record in Book 7404, Page 766, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed, reference is hereby made to the plat for the Cloister at St. Henry, Phase 1D, attached as Exhibit "B" to said Master Deed for proper indentification.

This being the same property conveyed to Grantor by Warranty Deed recorded at Instrument No. 2016 02220016675 and Quit Claim Deed recorded at Instrument No. 20130318 0026633, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for Subdivision restrictions, building lines, easements and other matters of record including in Book 6250, Page 979, Declaration of Covenants, Conditions and Restrictions recorded at Instrument No. 20101228012374; Master Deed of record in Book 6933, Page 927 amended in Book 7404, Page 766; Ground Lease of record in Book 6922, Page 282 (terminates July 15, 2046)**; Master Deed and By-Laws of record in Book 6042, Page 602 amended in Book 6519, Page 187; Master Deed and By-Laws in Book 6675, Page 173, in the Register's Office of **Davidson** County, Tennessee; year 2016 property taxes; and matters that would be revealed by a current survey;

**Deed Restriction under Instrument No. 201602220016675

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons ***claiming by, through or under party of the first part, but not further or otherwise.***

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

Flagstar Bank, FSB

By: Selene Finance, LP, Attorney in Fact

By: _____
Printed Name: Joe Jaret
Title: Assistant Vice President

STATE OF Texas
COUNTY OF Harris

Before me, the undersigned Notary Public of the aforesaid County and State, personally appeared Joe Jaret, (or proved to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the Assistant Vice President of Caliber Home Loans, Inc., a corporation, which caused this instrument to be executed on behalf of Flagstar Bank, FSB , the within named bargainer, a corporation, and that he/she executed the foregoing instrument for the purposes therein contained as the free act and deed of Flagstar Bank, FSB.

WITNESS my hand, at office, this 25 day of Feb, 2016.

Notary Public

Commission Expiration: _____

JANICE LEDET
Notary ID # 2819980
My Commission Expires
July 11, 2018

PREPARED BY:
CHRISTOPHER J. THORNTON, PC
1661 AARON BRENNER DRIVE, STE. 301
MEMPHIS, TN 38120
F3457890

JANICE LEDET
Notary ID # 2819980
My Commission Expires
July 11, 2018

PROPERTY ADDRESS:
811 Marquette Drive, Unit 114-R
Nashville, TN 37205-5503

PARCEL ID NUMBER: 129-11OA015.00C

PROPERTY OWNER AND ADDRESS & MAIL TAX BILLS TO:
Michaelene Gnau
6178 North New Hope Rd
Hermitage, TN 37076

State of Tennessee
County of Shelby

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is **$194,900.00** which amount is equal to or greater than the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn before me this 1st day of March, 2016.

Notary Public

Commission expiration: 1-20-20

GLADYS H. VESTAL
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY